MEMORANDUM OF UNDERSTANDING (MOU) 2009 Agreement by and between

The Wisconsin Department of Workforce Development (DWD) Division of Employment and Training (DET)

and The Wisconsin Department of Natural Resources (DNR)

for the Invasive Species Demonstration Project

This agreement is entered into by and between the Wisconsin Department of Natural Resources (DNR), whose principal address is 101 South Webster Street, Madison, Wisconsin, 53703 and the Wisconsin Department of Workforce Development (DWD), Division of Employment and Training (DET), whose principal address is 201 East Washington Avenue, Madison, WI 53707, for the period May 1, 2009, through September 30, 2009.

Purpose

The Invasive Species Demonstration Project, funded with ARRA funds is a demonstration project that will aid local workforce development boards in developing stronger connections and working relationships with the Department of Natural Resources and other community partners.

DWD is making ARRA funds available to fund five paid youth slots for each of the eleven workforce development boards, allowing the boards to closely work with our natural resources partners and helping to expose youth to a new field of work experience and to pursue youth summer employment opportunities.

It is the intent of the project to successfully establish a permanent working relationship between DNR, its partners and DWD as well as DWD's regional workforce development boards.

Youth will be employed for 20 hours per week for up to 8 weeks, and will work in areas with boat landings that are known to contain aquatic invasive species. Youth would work to inform/educate boaters about invasive species removal and would also act as inspectors of watercraft.

In consideration of the mutual undertaking and agreements hereinafter set forth, DNR and DWD agree as follows:

I. SERVICES TO BE PROVIDED BY DNR:

A. Training

DNR staff, either directly or through contract with UW-Extension, will provide training for all youth participants.

Training is scheduled to be held the week of June 15th-19th in four locations throughout the state, as follows:

WDA 1, 2 and 3 Waukesha UW-Waukesha - June 17th

WDA 4, 5 and 6 Keshena, College of Menominee Nation - June 16

WDA 7 and 8 Cable, Telemark Resort – June 18

WDA 9, 10, and 11 Baraboo Sauk Co. MIS Computer Lab - June 15th

WDBs will provide for transportation for both the participants and up to one workforce staff person/board.

B. Boat Landing Supervision and Oversight

DNR and community partners will provide worksite supervision, oversight and data collection management for the youth invasive species demonstration project.

C. Reporting

DNR will report to DWD upon the completion of the summer youth demonstration, and by October 30, 2009, the following information:

- Number of participants trained
- Data collection and watercraft inspection summary report
- Supervision field notes, retention progress, and reliability and program improvement recommendations

D. Invoicing

DNR will invoice DWD for the costs to provide the training, supplies and materials up to \$10,534 total for the 4 training sessions and distribution of equipment materials and supplies an accordance with the attached budget. Invoices to be mailed to Dianne Reynolds, 201 E. Washington Avenue, Room E100, P.O. Box 7972, Madison, Wisconsin, 53707-7972.

II. SERVICES TO BE PROVIDED BY DWD:

- A. DWD will contract with the local Workforce Development Boards for them to supply appropriate youth to fill the slots, serve as employer of record for those youth, and provide transportation to the training sessions as well as to the various worksites.
- B. DWD will reimburse DNR within 30 days of invoicing for the costs of training.

III. AGREEMENT REVISIONS AND/OR TERMINATION:

- A. Failure to comply with any part of this agreement may be considered cause for revision, suspension, or termination of this agreement.
- B. This agreement or any part thereof, may be renegotiated in such circumstances as: 1) Increased or decreased volume of services, 2) changes required by state or federal laws or regulations, court action or 3) money available affecting the substance of this agreement.
- C. Revision of this agreement is not effective until agreed to by DNR and DWD by an addendum to this agreement signed by the authorized representatives of both parties.
- D. This agreement can be terminated by a 30-day written notice by either party.

- E. DNR shall notify DWD whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, DWD shall determine whether such inability will require revision or cancellation of this agreement.
- F. Settlement of any disputes which may arise concerning the provisions of this agreement is the responsibility of both parties to the agreement. If negotiated settlement cannot be reached within 30 days of issue identification, the provisions of section IV-G may be initiated.
- G. In the event that either party determines that a negotiated settlement under III-F cannot be reached, the party making such determination will provide 60 days written notice of such determination. Upon making or receiving such notification, the DWD will pay close-out costs as negotiated with DNR in terms of amount and close-out procedures including the authorization of the costs of such actions within applicable and allowable state/federal regulations. The parties agree that reimbursement of close-out costs may be negotiated.
- H. If DWD finds it necessary to terminate this agreement for any reason other than nonperformance by DNR, actual costs incurred by DNR may be reimbursed for an amount determined by mutual agreement of both parties.

IV. OTHER TERMS AND CONDITIONS

It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Wisconsin Department of Natural Resources

Roberta Gassman, Secretary-

Wisconsin Department of Workforce Development

Date

Youth Invasive Species Demonstration Project

TRAINING BUDGET 5/21/2009

Dept. Natural Resources/Dept. Workforce Development

Supplies and Costs	Price per Item	item Total	Total Cost per Item
Watercraft Inspector Handbook	\$3.75	55 .	\$206,25
Clean Boats, Clean Waters T-shirts (sizes S-XL)	\$5.50	80	\$440.00
Clean Boats, Clean Waters T-shirts (size XXL)	\$6.50	30	\$195.00
Clean Boats, Clean Waters Aprons	\$3.75	55	\$206.25
Hats (with AARA logo)	\$4.50	60	\$270.00
Clipboard (9"x12.5")	\$0.72	55	\$39.60
Disposable camera (for capturing violations)	\$4.94	55	\$271.70
Ziploc bags (for collecting suspicious plants)	\$0.21	275	\$57.75
Permanent marker	\$0.55	60	\$33.00
Pen	\$0.46	120	\$55.20
Pencil Starter Set (2 pencils, 2 extra erasers, & lead)	\$3.25	55	\$178.75
Lunch and refreshments	\$8.00	60	\$480.00
Site costs - computer lab usage, reservations, etc.	\$80/hr - \$200/hr	2 hrs	\$160.00 - \$400.00
TOTAL			\$2,833.50

Optional Items:			
Laminated Plant Scans (set of three species)	\$10.00	55	\$550.00
Sandwich Board Sign (to display at landings)	\$130.00	55	\$7,150.00
TOTAL (with additions)			\$10,533.50

Each Watercraft Inspector will receive:

- 1 Watercraft Inspector Handbook
- 2 CBCW T-shirts
- 1 CBCW Apron
- 1 AARA Hat
- 1 Clipboard
- 1 Disposable Camera
- 5 Ziploc bags
- 1 Permanent Marker
- 2 Pens
- 1 Pencil Starter Set

Additional Items:

- 1 Set of Laminated Plant Scans
- 1 Sandwich Board Sign